

1 **BILL NO. S-25-06-15**

2 SPECIAL ORDINANCE NO. S- 8385

3 **AN ORDINANCE** approving CONSTRUCTION  
4 CONTRACT – PAULDING ROAD IMPROVEMENTS  
5 (REBID) - WORK ORDER #0651A – (\$5,106,419.88) –  
6 between MILESTONE CONTRACTORS LP and the  
7 City of Fort Wayne, Indiana, by and through its Board of  
8 Public Works.

9 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
10 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

11 **SECTION 1.** That the CONSTRUCTION CONTRACT - PAULDING  
12 ROAD IMPROVEMENTS (REBID) - WORK ORDER #0651A – between  
13 MILESTONE CONTRACTORS LP and the City of Fort Wayne, Indiana, by and  
14 through its Board of Public Works, is hereby ratified, and affirmed and approved in  
15 all respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power, transportation,  
17 miscellaneous equipment, etc., necessary to IMPROVE PAULDING  
18 ROAD BETWEEN FAIRFIELD AVE AND CALHOUN ST BY  
19 REDUCING PAVEMENT WIDTH TO A 3-LANE SECTION,  
20 REBUILDING SIDEWALK, DRIVEWAY APPROACHES, PROFILE  
21 MILLING AND RESURFACING THE PAVEMENT (OR CONCRETE  
22 IN THE PAULDING CORRIDOR FROM FAIRFIELD TO CALHOUN),  
23 AND DRAINAGE IMPROVEMENTS. THIS PROJECT ALSO  
24 INCLUDES A SIDEWALK CONNECTION FROM THE CONDOS OF  
25 WOODHURST HEADING SOUTH TO CANDLELITE COURT. THIS  
26 PROJECT WILL INCLUDE A COMPLETE REPLACEMENT OF THE  
27 TRAFFIC SIGNAL AT PAULDING AND CALHOUN AS WELL AS  
28 NEW LIGHTING ALONG THE PAULDING CORRIDOR.  
29 LANDSCAPING AND MONUMENTS WILL BE INCLUDED TO  
30 CREATE A GATEWAY INTO THE CITY. LASTLY, A STORM  
SEWER SEPARATION WILL BE DONE TO ALLOW FUTURE  
WORK TO BE DONE BY CITY UTILITIES;

involving a total cost of FIVE MILLION ONE HUNDRED SIX THOUSAND FOUR  
HUNDRED NINETEEN and 88/100 DOLLARS - (\$5,106,419.88). A copy of said  
Contract is on file with the Office of the City Clerk and made available for public  
inspection, according to law.



TOTAL:						\$4,634,343.35	TOTAL:	\$5,106,419.88	TOTAL:	\$5,188,848.00	
%						over	10.19%	% over	11.97%		
%						under	0.00%	% under	0.00%		
Bid Tabulation						RES. NO. / W.O 0651A		BIDDER: Milestone Contractor		BIDDER: HIPSKIND CONCRE	
Proj:	Paulding Road Improvements (Rebid)										
Bid Date:	06/05/25										
Estimate											
LINE NO	ITEM CODE	ITEM	PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$111,000.00	\$111,000.00	\$193,769.06	\$193,769.06	\$209,000.00	\$209,000.00	
2	107-09358	INSPECTION HOLE, DEEPER THAN 3 FT (LOCATING UTILITY, AUTHORIZED BY PM)	20	EACH	\$1,000.00	\$20,000.00	\$900.00	\$18,000.00	\$500.00	\$10,000.00	
3	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$185,000.00	\$185,000.00	\$228,999.00	\$228,999.00	\$392,000.00	\$392,000.00	
4	202-02273	CENTER CURB, CONCRETE, REMOVE	45	SYS	\$50.00	\$2,250.00	\$77.75	\$3,498.75	\$50.00	\$2,250.00	
5	202-02637	PIPE ABANDON AND GROUT FILL	400	LFT	\$28.00	\$11,200.00	\$28.83	\$11,532.00	\$40.00	\$16,000.00	
6	202-02928	CATCH BASIN, REMOVE	7	EACH	\$800.00	\$5,600.00	\$904.29	\$6,330.03	\$1,500.00	\$10,500.00	
7	202-74035	SIGN, REMOVE (UNDISTRIBUTED)	5	EACH	\$250.00	\$1,250.00	\$125.00	\$625.00	\$150.00	\$750.00	
8	202-85996	LIGHT STANDARD & MAST ARM, REMOVE (STREET LIGHT)	6	EA	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,100.00	\$6,600.00	
9	202-90747	RETAINING WALL, REMOVE (ALL TYPES)	80	LFT	\$40.00	\$3,200.00	\$57.75	\$4,620.00	\$400.00	\$32,000.00	
10	202-91385	INLET, REMOVE	13	EACH	\$750.00	\$9,750.00	\$1,016.15	\$13,209.95	\$2,800.00	\$36,400.00	
11	202-93047	MANHOLE, REMOVE	1	EACH	\$1,000.00	\$1,000.00	\$1,370.00	\$1,370.00	\$3,200.00	\$3,200.00	
12	202-93615	CONCRETE, REMOVE	2350	SYS	\$40.00	\$94,000.00	\$12.50	\$29,375.00	\$20.00	\$47,000.00	
13	202-93763	LIGHT STANDARD & FOUNDATION, REMOVE (STREET LIGHT)	6	EA	\$1,500.00	\$9,000.00	\$500.00	\$3,000.00	\$650.00	\$3,900.00	
14	202-93994	SIGNAL MAST ARM AND POLE, REMOVE	2	EACH	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00	\$3,400.00	\$6,800.00	
15	202-93995	SIGNAL POLE FOUNDATION, REMOVE	2	EACH	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	
16	202-96133	PIPE, REMOVE (ALL SIZES)	180	LFT	\$40.00	\$7,200.00	\$50.75	\$9,135.00	\$30.00	\$5,400.00	
17	203-02000	EXCAVATION, COMMON	150	CYS	\$100.00	\$15,000.00	\$631.76	\$94,764.00	\$30.00	\$4,500.00	
18	203-02070	BORROW	1650	CYS	\$50.00	\$82,500.00	\$18.00	\$29,700.00	\$25.00	\$41,250.00	
19	205-06933	TEMPORARY INLET PROTECTION	29	EACH	\$100.00	\$2,900.00	\$85.00	\$2,465.00	\$90.00	\$2,610.00	
20	211-09265	STRUCTURE BACKFILL, TYPE 2	1254	CYS	\$44.00	\$55,176.00	\$46.12	\$57,834.48	\$60.00	\$75,240.00	
21	304-07490	HMA PATCHING, TYPE B	100	TON	\$250.00	\$25,000.00	\$240.00	\$24,000.00	\$110.00	\$11,000.00	
22	FWU01	BENCH, CUSTOM	1	EACH	\$48,000.00	\$48,000.00	\$45,375.00	\$45,375.00	\$88,000.00	\$88,000.00	
23	601-02241	GUARDRAIL, REMOVE (ALL TYPES)	520	LFT	\$7.50	\$3,900.00	\$4.50	\$2,340.00	\$5.00	\$2,600.00	
24	604-06070	SIDEWALK, CONCRETE	1175	SYS	\$100.00	\$117,500.00	\$103.00	\$121,025.00	\$67.00	\$78,725.00	
25	604-08086	CURB RAMP, CONCRETE (INCLUDE WINGWALK)	500	SYS	\$165.00	\$82,500.00	\$250.00	\$125,000.00	\$180.00	\$90,000.00	
26	FWR01	DETECTABLE WARNING SURFACES	29	EACH	\$350.00	\$10,150.00	\$500.00	\$14,500.00	\$450.00	\$13,050.00	
27	FWR05	CURBFACE SIDEWALK, CONCRETE (INCLUDES 18" STAMPED BRICK BAND)	1300	SYS	\$185.00	\$240,500.00	\$162.50	\$211,250.00	\$98.00	\$127,400.00	
28	605-04742	WALL (DEFLECTION WALL ON MEDIAN)	1	LS	\$3,000.00	\$3,000.00	\$11,250.00	\$11,250.00	\$35,000.00	\$35,000.00	
29	605-06250	CENTER CURB, C CONCRETE	30	SYS	\$250.00	\$7,500.00	\$375.00	\$11,250.00	\$500.00	\$15,000.00	
30	610-07713	PCCP FOR APPROACHES, 8 IN (Commercial, Alley)	650	SYS	\$135.00	\$87,750.00	\$137.50	\$89,375.00	\$81.00	\$52,650.00	
31	610-08446	PCCP FOR APPROACHES, 6 IN (Residential)	400	SYS	\$120.00	\$48,000.00	\$125.00	\$50,000.00	\$71.00	\$28,400.00	
32	616-06405	RIPRAP, REVETMENT	300	TON	\$100.00	\$30,000.00	\$45.00	\$13,500.00	\$25.00	\$7,500.00	
33	616-12246	GEOTEXTILE FOR RIPRAP TYPE 1A	600	SYS	\$7.50	\$4,500.00	\$5.00	\$3,000.00	\$12.00	\$7,200.00	
34	FWR03	Steel Ornamental Fencing	450	LFT	\$125.00	\$56,250.00	\$77.50	\$34,875.00	\$87.00	\$39,150.00	
35	FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	3300	SYS	\$6.00	\$19,800.00	\$2.15	\$7,095.00	\$5.00	\$16,500.00	
36	FWR19	Topsoil	340	TON	\$45.00	\$15,300.00	\$38.00	\$12,920.00	\$50.00	\$17,000.00	
37	715-94530	ADJUST WATER & GAS VALVE TO GRADE (UNDISTRIBUTED)	40	EACH	\$350.00	\$14,000.00	\$1,199.25	\$47,970.00	\$150.00	\$6,000.00	
38	FWR13	PIPE - 12" RCP, CLASS III	648	LFT	\$120.00	\$77,760.00	\$150.00	\$97,200.00	\$88.00	\$57,024.00	
39	FWR14	PIPE - 15" RCP, CLASS III	336	LFT	\$135.00	\$45,360.00	\$175.00	\$58,800.00	\$99.00	\$33,264.00	
40	FWR15	PIPE - 18" RCP, CLASS III	128	LFT	\$150.00	\$19,200.00	\$200.00	\$25,600.00	\$105.00	\$13,440.00	
41	FWR76	12", PLUG (ALL SIZES)	9	EA	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$750.00	\$6,750.00	
42	FWU01	DRAINAGE STRUCTURE, CORE DRILLING, ANY SIZE	4	EACH	\$1,350.00	\$5,400.00	\$1,512.50	\$6,050.00	\$450.00	\$1,800.00	
43	FWR01	MANHOLE - 48" STORM	3	EACH	\$3,800.00	\$11,400.00	\$3,000.00	\$9,000.00	\$6,000.00	\$18,000.00	
44	FWR03	MANHOLE - 60" STORM	3	EACH	\$6,500.00	\$19,500.00	\$6,000.00	\$18,000.00	\$8,000.00	\$24,000.00	
45	FWR10	CASTING, ADJUST TO GRADE	20	EACH	\$750.00	\$15,000.00	\$317.00	\$6,340.00	\$750.00	\$15,000.00	
46	FWR15	INLET - PRECAST 30" ROUND INLET	14	EACH	\$1,750.00	\$24,500.00	\$1,875.00	\$26,250.00	\$2,500.00	\$35,000.00	
47	FWR17	INLET - PRECAST 33" ROUND INLET	1	EACH	\$1,750.00	\$1,750.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	
48	FWR20	INLET - 2' X 3' INLET	10	EACH	\$2,000.00	\$20,000.00	\$2,500.00	\$25,000.00	\$4,000.00	\$40,000.00	
49	FWR30	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	7	EACH	\$1,250.00	\$8,750.00	\$1,375.00	\$9,625.00	\$850.00	\$5,950.00	
50	FWR31	CASTING - 24" SOLID SANITARY CASTING & ADJUST TO GRADE	3	EACH	\$1,000.00	\$3,000.00	\$1,250.00	\$3,750.00	\$850.00	\$2,550.00	
51	FWR34	CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE	1	EACH	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00	\$1,200.00	\$1,200.00	
52	FWR36	CASTING - 2' X 2' ALLEY CASTING & ADJUST TO GRADE	3	EACH	\$1,200.00	\$3,600.00	\$1,750.00	\$5,250.00	\$1,200.00	\$3,600.00	
53	FWR37	CASTING - 2' X 2' CURB & GUTTER CASTING & ADJUST TO GRADE	3	EACH	\$1,100.00	\$3,300.00	\$1,500.00	\$4,500.00	\$850.00	\$2,550.00	

54	FWR3 8	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	10	EACH	\$1,000.00	\$10,000.00	\$1,500.00	\$15,000.00	\$1,200.00	\$12,000.00
55	FWR4 0	CASTING - 3' ROUND CURB & GUTTER & ADJUST TO GRADE	12	EACH	\$1,000.00	\$12,000.00	\$1,375.00	\$16,500.00	\$1,125.00	\$13,500.00
56	FWU0 1	GATEWAY FOUNDATION	1	EACH	\$25,000.00	\$25,000.00	\$66,500.00	\$66,500.00	\$63,000.00	\$63,000.00
57	FWU0 2	GATEWAY SIGN SYSTEM	1	EACH	\$75,000.00	\$75,000.00	\$41,568.63	\$41,568.63	\$134,000.00	\$134,000.00
58	FWU0 3	PANEL FOUNDATION	1	EACH	\$30,000.00	\$30,000.00	\$76,125.00	\$76,125.00	\$52,000.00	\$52,000.00
59	FWU0 4	PANEL SIGN SYSTEM	1	EACH	\$235,000.00	\$235,000.00	\$245,002.41	\$245,002.41	\$29,000.00	\$29,000.00
60	FWU0 1	MAINTENANCE OF TRAFFIC	1	LS	\$148,000.00	\$148,000.00	\$393,750.00	\$393,750.00	\$315,000.00	\$315,000.00
61	802- 03126	SIGN, OVERHEAD, RELOCATE	6	EACH	\$600.00	\$3,600.00	\$250.00	\$1,500.00	\$275.00	\$1,650.00
62	802- 03706	SIGN, PANEL, INSTALL (OVERHEAD, NO LEFT TURN, NEXT TO SIGNAL HEADS) (INCLUDE REMOVAL)	5	EACH	\$500.00	\$2,500.00	\$275.00	\$1,375.00	\$300.00	\$1,500.00
63	802- 09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	232	SFT	\$20.00	\$4,640.00	\$17.00	\$3,944.00	\$20.00	\$4,640.00
64	802- 11648	SIGN POST	28	EACH	\$250.00	\$7,000.00	\$385.00	\$10,780.00	\$410.00	\$11,480.00
65	802- 91122	SIGN GROUND MOUNTED RESET (UNDISTRIBUTED)	5	EACH	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$300.00	\$1,500.00
66	805- 01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	LSUM	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
67	805- 01579	MISCELLANEOUS EQUIPMENT FOR TRAFFIC SIGNALS	1	LSUM	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$7,000.00	\$7,000.00
68	805- 01828	TRAFFIC SIGNAL HEAD REALIGN	6	EACH	\$1,250.00	\$7,500.00	\$1,500.00	\$9,000.00	\$2,000.00	\$12,000.00
69	805- 01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	1000	LFT	\$40.00	\$40,000.00	\$35.00	\$35,000.00	\$40.00	\$40,000.00
70	805- 02087	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
71	805- 02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	16	EACH	\$725.00	\$11,600.00	\$685.00	\$10,960.00	\$800.00	\$12,800.00
72	805- 02445	CONTROLLER AND CABINET, P1, TS2 TYPE 2 (Q-FREE CONTROLLER)	1	EACH	\$22,000.00	\$22,000.00	\$22,750.00	\$22,750.00	\$31,000.00	\$31,000.00
73	805- 02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	15	EACH	\$1,500.00	\$22,500.00	\$1,200.00	\$18,000.00	\$1,500.00	\$22,500.00
74	805- 04782	VIDEO VEHICLE DETECTOR SYSTEM (MIOVISION)	2	EACH	\$40,000.00	\$80,000.00	\$35,000.00	\$70,000.00	\$44,000.00	\$88,000.00
75	805- 05405	SIGNAL POLE, PEDESTAL, 4FT	4	EACH	\$1,050.00	\$4,200.00	\$975.00	\$3,900.00	\$1,200.00	\$4,800.00
76	805- 06600	CONDUIT, PVC, 3 IN.	36	LFT	\$100.00	\$3,600.00	\$75.00	\$2,700.00	\$90.00	\$3,240.00
77	805- 07767	SIGNAL CABLE, CONTROL, COPPER, 12C/14 GA	400	LFT	\$4.50	\$1,800.00	\$5.00	\$2,000.00	\$6.00	\$2,400.00
78	805- 08129	SIGNAL CABLE (CAT 5 COMMUNICATION CABLE)	75	LFT	\$5.00	\$375.00	\$1.50	\$112.50	\$1.75	\$131.25
79	FWU7 4	SIGNAL TRUSS STRUCTURE, SINGLE ARM 20 FT	1	EACH	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00
80	FWU7 7	SIGNAL TRUSS STRUCTURE, SINGLE ARM 35 FT	1	EACH	\$15,000.00	\$15,000.00	\$15,875.00	\$15,875.00	\$21,000.00	\$21,000.00
81	FWU7 8	SIGNAL TRUSS STRUCTURE, SINGLE ARM 40 FT	1	EACH	\$20,000.00	\$20,000.00	\$16,895.00	\$16,895.00	\$22,500.00	\$22,500.00
82	805- 11383	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, A	1	EACH	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$31,000.00	\$31,000.00
83	805- 11384	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, B	1	EACH	\$17,500.00	\$17,500.00	\$29,000.00	\$29,000.00	\$36,000.00	\$36,000.00
84	805- 11570	RADIO ANTENNA (ENGENIUS EOC655-C18)	1	EACH	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
85	805- 11689	SIGNAL POLE, PEDESTAL, 18 FT	2	EACH	\$5,000.00	\$10,000.00	\$8,500.00	\$17,000.00	\$12,000.00	\$24,000.00
86	805- 78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	4	EACH	\$1,000.00	\$4,000.00	\$975.00	\$3,900.00	\$1,100.00	\$4,400.00
87	805- 78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	4	EACH	\$1,450.00	\$5,800.00	\$1,500.00	\$6,000.00	\$1,750.00	\$7,000.00
88	805- 78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	150	LFT	\$5.50	\$825.00	\$6.75	\$1,012.50	\$7.00	\$1,050.00
89	805- 78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	1900	LFT	\$4.50	\$8,550.00	\$2.00	\$3,800.00	\$3.00	\$5,700.00
90	805- 78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	2100	LFT	\$5.00	\$10,500.00	\$5.00	\$10,500.00	\$6.00	\$12,600.00
91	805- 78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	75	LFT	\$5.00	\$375.00	\$7.00	\$525.00	\$8.00	\$600.00
92	805- 78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	325	LFT	\$7.50	\$2,437.50	\$9.00	\$2,925.00	\$11.00	\$3,575.00
93	805- 78925	CONTROLLER CABINET FOUNDATION, P1	2	EACH	\$7,500.00	\$15,000.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
94	805- 90005	SIGNAL POLE, PEDESTAL, 10 FT	11	EACH	\$1,400.00	\$15,400.00	\$985.00	\$10,835.00	\$1,100.00	\$12,100.00
95	FWR0 2	PEDESTRIAN PUSH BUTTON, APS, POLARA 2-WIRE WITH SIGN	16	EACH	\$2,500.00	\$40,000.00	\$1,500.00	\$24,000.00	\$1,750.00	\$28,000.00
96	807- 02191	HANDHOLE, LIGHTING	4	EA	\$1,500.00	\$6,000.00	\$2,500.00	\$10,000.00	\$2,700.00	\$10,800.00
97	807- 02817	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 24 IN DIAMETER X 72 INCH DEPTH	2	EA	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
98	807- 03714	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 18 IN DIAMETER X 48 INCH DEPTH	13	EA	\$1,500.00	\$19,500.00	\$1,000.00	\$13,000.00	\$1,100.00	\$14,300.00
99	807- 78590	HANDHOLE, SIGNAL	7	EA	\$1,050.00	\$7,350.00	\$2,500.00	\$17,500.00	\$2,750.00	\$19,250.00
100	FWR0 2	EXISTING WIRE, REMOVE (AERIAL SPAN)	8	EA	\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$600.00	\$4,800.00
101	FWR0 3	RISER ASSEMBLY POWER SOURCE, 2 INCH, GALVANIZED (WITH 1800 WATT PHOTOCELL ON BRACKET)	3	EA	\$3,500.00	\$10,500.00	\$2,000.00	\$6,000.00	\$2,300.00	\$6,900.00
102	FWR0 3	RISER ASSEMBLY, 100 AMP SERVICE ENTRANCE, 2 INCH GALVANIZED	1	EA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
103	FWR1 2	WIRE, 3/C #6, XHHW-2, TRAY CABLE IN 1.5" HDPE CONDUIT	3760	LF	\$23.00	\$86,480.00	\$25.00	\$94,000.00	\$37.00	\$139,120.00
104	FWR1 2	SERVICE ENTRANCE, CONDUIT & WIRE, 3-#4, XHHW-2, 1-#6 GROUND, IN 2" HDPE CONDUIT	50	LF	\$50.00	\$2,500.00	\$25.00	\$1,250.00	\$30.00	\$1,500.00
105	FWR1 5	LIGHT FIXTURE ASSEMBLY TYPE 1	2	EA	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$4,200.00	\$8,400.00
106	FWR1 5	LIGHT FIXTURE ASSEMBLY TYPE 2	13	EA	\$2,750.00	\$35,750.00	\$2,500.00	\$32,500.00	\$3,000.00	\$39,000.00
107	FWR1 5	LIGHT FIXTURE ASSEMBLY TYPE 3	13	EA	\$2,750.00	\$35,750.00	\$2,500.00	\$32,500.00	\$3,000.00	\$39,000.00
108	FWR3 0	LIGHTING CONTROL PANEL (LCP)	1	EA	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$23,000.00	\$23,000.00
109	FWR3 1	POWER WIRING GATEWAY SIGN PANEL	1	LS	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00
110	FWR3 2	POWER WIRING AND LIGHTING FOR CENTER ISLAND PANELS	1	LS	\$75,000.00	\$75,000.00	\$101,000.00	\$101,000.00	\$113,000.00	\$113,000.00
111	808- 06723	PAVEMENT MESSAGE MARKING, PAINT, LANE INDICATION ARROW	55	EACH	\$175.00	\$9,625.00	\$200.00	\$11,000.00	\$225.00	\$12,375.00
112	808- 06724	PAVEMENT MESSAGE MARKING, PAINT, ONLY	5	EACH	\$225.00	\$1,125.00	\$250.00	\$1,250.00	\$275.00	\$1,375.00

113	808-10031	LINE, MULTI-COMPONENT, BROKEN, WHITE, 4 IN.	50	LFT	\$1.18	\$59.00	\$0.50	\$25.00	\$1.00	\$50.00
114	808-10032	LINE, MULTI-COMPONENT, DOTTED, WHITE, 8 IN.	385	LFT	\$3.00	\$1,155.00	\$1.00	\$385.00	\$1.25	\$481.25
115	808-10033	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.	870	LFT	\$1.10	\$957.00	\$0.50	\$435.00	\$1.00	\$870.00
116	808-10034	LINE, MULTI-COMPONENT, SOLID, YELLOW, 4 IN.	5375	LFT	\$1.12	\$6,020.00	\$0.50	\$2,687.50	\$1.00	\$5,375.00
117	808-10036	LINE, MULTI-COMPONENT, BROKEN, YELLOW, 4 IN.	1015	LFT	\$0.90	\$913.50	\$0.50	\$507.50	\$1.00	\$1,015.00
118	808-10037	LINE, MULTI-COMPONENT, SOLID, WHITE, 8 IN.	60	LFT	\$2.86	\$171.60	\$0.75	\$45.00	\$1.00	\$60.00
119	808-10039	LINE, MULTI-COMPONENT, SOLID, WHITE, 12 IN.	45	LFT	\$8.55	\$384.75	\$1.20	\$54.00	\$1.50	\$67.50
120	808-10049	LINE, MULTI-COMPONENT, SOLID, WHITE, 6 IN.	220	LFT	\$1.05	\$231.00	\$0.75	\$165.00	\$1.00	\$220.00
121	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	320	LFT	\$5.00	\$1,600.00	\$20.00	\$6,400.00	\$25.00	\$8,000.00
122	808-10056	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 6 IN.	450	LFT	\$4.00	\$1,800.00	\$10.00	\$4,500.00	\$12.00	\$5,400.00
123	FWU0 1	TRANSVERSE MARKING, TRAFFIC PATTERNS, MULTI-COLOR, PIANO KEYS (DECORATIVE)	1	LSUM	\$27,000.00	\$27,000.00	\$24,610.60	\$24,610.60	\$29,000.00	\$29,000.00
124	FWU0 2	TRANSVERSE MARKING, DECOMARK, MULTI-COLOR, CROSSWALK (DECORATIVE)	1	LSUM	\$47,000.00	\$47,000.00	\$43,028.47	\$43,028.47	\$29,000.00	\$29,000.00
125	109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	300000	DOL	\$1.00	\$300,000.00	\$1.00	\$300,000.00	\$1.00	\$300,000.00
126	202-02240	PAVEMENT REMOVAL (INCLUDES INTEGRAL CURB)	12000	SYS	\$20.00	\$240,000.00	\$12.50	\$150,000.00	\$17.00	\$204,000.00
127	FWRO 1	SUBGRADE TREATMENT, TYPE IIB	1500	SYS	\$15.00	\$22,500.00	\$19.75	\$29,625.00	\$12.00	\$18,000.00
128	FWRO 3	COMPACTED AGGREGATE NO. 53 (OR COMPACTED RECYCLED AGGREGATE NO. 53)	3600	TON	\$35.00	\$126,000.00	\$30.50	\$109,800.00	\$39.00	\$140,400.00
129	FWRO 1	MILLING, ASPHALT, 1.5 IN.	9200	SYS	\$2.25	\$20,700.00	\$3.00	\$27,600.00	\$6.00	\$55,200.00
130	FWR1 1	HMA, B, 64, SURFACE, 9.5 mm	700	TON	\$80.00	\$56,000.00	\$81.00	\$56,700.00	\$140.00	\$98,000.00
131	FWR1 7	HMA, C, 64, SURFACE, 9.5 mm (FOR PIPE PATCH)	35	TON	\$250.00	\$8,750.00	\$225.00	\$7,875.00	\$140.00	\$4,900.00
132	FWR1 9	HMA, C, 64, INTERMEDIATE, 19.0 mm (FOR PIPE PATCH)	100	TON	\$120.00	\$12,000.00	\$115.00	\$11,500.00	\$140.00	\$14,000.00
133	406-12347	ASPHALT EMULSION FOR TACK COAT	2	TON	\$1,200.00	\$2,400.00	\$1,300.00	\$2,600.00	\$900.00	\$1,800.00
134	502-06457	PCCP, 9 IN. (INCLUDES BACKFILL BEHIND CURB)	8750	SYS	\$45.00	\$393,750.00	\$68.00	\$595,000.00	\$76.00	\$665,000.00
135	503-05240	D-1 CONTRACTION JOINT	4300	LFT	\$14.00	\$60,200.00	\$14.75	\$63,425.00	\$18.00	\$77,400.00
136	605-06120	CURB, CONCRETE (TYPE III)	1175	LFT	\$75.00	\$88,125.00	\$50.50	\$59,337.50	\$31.00	\$36,425.00
137	FWRO 9	CURB, CONCRETE, TYPE II-A, FOR PIN-ON-CURB	1600	LFT	\$80.00	\$128,000.00	\$18.50	\$29,600.00	\$18.00	\$28,800.00
138	FWR3 9	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	4000	LFT	\$13.50	\$54,000.00	\$18.75	\$75,000.00	\$11.00	\$44,000.00
139	801-01504	TEMPORARY PAVEMENT MESSAGE MARKING, LANE INDICATION ARROW	1	EACH	\$500.00	\$500.00	\$100.00	\$100.00	\$110.00	\$110.00
140	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN. (SOLID YELLOW)	3400	LFT	\$0.50	\$1,700.00	\$0.30	\$1,020.00	\$1.00	\$3,400.00
141	801-06625	DETOUR ROUTE MARKER ASSEMBLY (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	17	EACH	\$225.00	\$3,825.00	\$200.00	\$3,400.00	\$225.00	\$3,825.00
142	801-06640	CONSTRUCTION SIGN, A (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	34	EACH	\$225.00	\$7,650.00	\$250.00	\$8,500.00	\$275.00	\$9,350.00
143	801-06645	CONSTRUCTION SIGN, B (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	58	EACH	\$225.00	\$13,050.00	\$200.00	\$11,600.00	\$225.00	\$13,050.00
144	801-06710	FLASHING ARROW SIGN	350	DAY	\$17.50	\$6,125.00	\$15.00	\$5,250.00	\$20.00	\$7,000.00
145	801-07119	BARRICADE, III-B	444	LFT	\$17.00	\$7,548.00	\$18.00	\$7,992.00	\$40.00	\$17,760.00
146	808-06716	LINE, REMOVE	1000	LFT	\$0.50	\$500.00	\$0.60	\$600.00	\$1.00	\$1,000.00
147	202-02240	PAVEMENT REMOVAL (INCLUDES INTEGRAL CURB)	4200	SYS	\$40.00	\$168,000.00	\$14.25	\$60,850.00	\$16.00	\$67,200.00
148	214-12466	GEOTEXTILE FOR PAVEMENT, INTERLAYER (MPM 60E)	7500	SYS	\$6.00	\$45,000.00	\$5.25	\$39,375.00	\$14.00	\$105,000.00
149	FWRO 3	COMPACTED AGGREGATE NO. 53 (OR COMPACTED RECYCLED-AGGREGATE NO. 53)	1500	TON	\$50.00	\$75,000.00	\$41.25	\$61,875.00	\$36.00	\$54,000.00
150	306-11872	MILLING, PROFILE (DEPTH VARIES) (INCLUDES PCCP)	7500	SYS	\$5.00	\$37,500.00	\$6.50	\$48,750.00	\$11.00	\$82,500.00
151	FWRO 1	MILLING, ASPHALT, 1.5 IN.	10500	SYS	\$2.25	\$23,625.00	\$3.55	\$37,275.00	\$14.00	\$147,000.00
152	FWRO 1	HMA, B, 64, SURFACE, 9.5 mm	1340	TON	\$100.00	\$134,000.00	\$84.50	\$113,230.00	\$225.00	\$301,500.00
153	FWRO 6	HMA, B, 64, INTERMEDIATE, 19.0 mm	4000	TON	\$110.00	\$110,000.00	\$81.10	\$81,100.00	\$225.00	\$225,000.00
154	FWRO 2	HMA, B, 64, BASE, 26 mm (UNDISTRIBUTED)	200	TON	\$150.00	\$30,000.00	\$112.00	\$22,400.00	\$225.00	\$45,000.00
155	FWR1 7	HMA, C, 64, SURFACE, 9.5 mm (FOR PIPE PATCH)	60	TON	\$250.00	\$15,000.00	\$275.00	\$16,500.00	\$225.00	\$13,500.00
156	FWR1 9	HMA, C, 64, INTERMEDIATE, 19.0 mm (FOR PIPE PATCH)	180	TON	\$150.00	\$27,000.00	\$130.00	\$23,400.00	\$225.00	\$40,500.00
157	406-12347	ASPHALT EMULSION FOR TACK COAT	3	TON	\$1,200.00	\$3,600.00	\$1,300.00	\$3,900.00	\$900.00	\$2,700.00
158	605-06120	CURB, REMOVE (ALL TYPES)	1500	LFT	\$22.00	\$33,000.00	\$25.00	\$37,500.00	\$26.00	\$39,000.00
159	605-06120	CURB, CONCRETE (TYPE III)	2600	LFT	\$100.00	\$260,000.00	\$64.50	\$167,700.00	\$45.00	\$117,000.00
160	801-01504	TEMPORARY PAVEMENT MESSAGE MARKING, LANE INDICATION ARROW	39	EACH	\$125.00	\$4,875.00	\$100.00	\$3,900.00	\$1,000.00	\$39,000.00
161	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN. (SOLID YELLOW)	8335	LFT	\$0.30	\$2,500.50	\$0.30	\$2,500.50	\$5.00	\$41,675.00
162	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN. (SOLID WHITE)	6070	LFT	\$0.30	\$2,091.00	\$0.30	\$2,091.00	\$5.00	\$30,850.00
163	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN. (DOTTED-YELLOW)	475	LFT	\$2.00	\$950.00	\$2.50	\$1,187.50	\$2.00	\$1,377.50
164	801-06218	TEMPORARY TRANSVERSE PAVEMENT MARKING, REMOVABLE, 24 IN.	110	LFT	\$10.00	\$1,100.00	\$12.00	\$1,320.00	\$14.00	\$1,540.00
165	801-06625	DETOUR ROUTE MARKER ASSEMBLY (INCLUDES SUPPORT ASSEMBLY)	14	EACH	\$225.00	\$3,150.00	\$200.00	\$2,800.00	\$250.00	\$3,500.00
166	801-06640	CONSTRUCTION SIGN, A (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	25	EACH	\$225.00	\$5,625.00	\$250.00	\$6,250.00	\$300.00	\$7,500.00
167	801-06645	CONSTRUCTION SIGN, B (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	43	EACH	\$225.00	\$9,675.00	\$200.00	\$8,600.00	\$250.00	\$10,750.00
168	801-06710	FLASHING ARROW SIGN	900	DAY	\$18.00	\$16,200.00	\$15.00	\$13,500.00	\$25.00	\$22,500.00
169	801-07119	BARRICADE, III-B	270	LFT	\$17.00	\$4,590.00	\$18.00	\$4,860.00	\$22.00	\$5,940.00
170	808-06716	LINE, REMOVE	6060	LFT	\$0.60	\$3,636.00	\$0.60	\$3,636.00	\$1.00	\$6,060.00



## Notice of Award

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Project: Paulding Road Improvements

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Owner: City of Fort Wayne Board of Works

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Resolution/Work Order #0651A

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Bidder: Milestone Contractors LP

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Bidder's Address: PO Box 9782

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Fort Wayne, IN 46899

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You are notified that your Bid dated 6/5/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Paulding Rde Improvements

Improve Paulding Road between Fairfield Ave and Calhoun St by reducing pavement width to a 3-lane section, rebuilding sidewalk, driveway approaches, profile milling and resurfacing the pavement (or concrete in the Paulding corridor from Fairfield to Calhoun), and drainage improvements. This project also includes a sidewalk connection from the Condos of Woodhurst heading south to Candlelite Court. This project will include a complete replacement of the traffic signal at Paulding and Calhoun as well as new lighting along the Paulding corridor. Landscaping and monuments will be included to create a Gateway into the City. Lastly, a storm sewer separation will be done to allow future work to be done by City Utilities.

The Contract Price of your Contract is \$5,106,419.88.

1 copy of the proposed Construction Contract (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within **[10]** days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the following documents:
  - a. Performance Bond
  - b. Payment Bond
  - c. Certificate of Insurance
  - d. Executed E-Verify Affidavit.
  - e. Executed Drug Policy Acknowledgement Form.
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document to City of Fort Wayne Vendor Compliance, [michelle.metzger@cityoffortwayne.org](mailto:michelle.metzger@cityoffortwayne.org).



## Notice of Award

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Contractor will be allowed an additional 11 calendar days to submit Bonds.

Within thirty days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

**CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS**

Handwritten signature of Shan Gunawardena in blue ink.

Shan Gunawardena, Chair

Handwritten signature of Kumar Menon in blue ink.

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

**ATTEST:**

Handwritten signature of Michelle Fulk-Vondran in blue ink.

Michelle Fulk-Vondran, Clerk

Date: 6.10.2025

cc: Project Manager

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

RESOLUTION/WORK ORDER # **0651A**

This Agreement is by and between the City of Fort Wayne – Board of Public Works (“Owner”) and **MILESTONE CONTRACTORS LP** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improve Paulding Road between Fairfield Ave and Calhoun St by reducing pavement width to a 3-lane section, rebuilding sidewalk, driveway approaches, profile milling and resurfacing the pavement (or concrete in the Paulding corridor from Fairfield to Calhoun), and drainage improvements. This project also includes a sidewalk connection from the Condos of Woodhurst heading south to Candlelite Court. This project will include a complete replacement of the traffic signal at Paulding and Calhoun as well as new lighting along the Paulding corridor. Landscaping and monuments will be included to create a Gateway into the City. Lastly, a storm sewer separation will be done to allow future work to be done by City Utilities.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **PAULDING ROAD IMPROVEMENTS (REBID)**

## ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **Transportation Engineering.**

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **11/13/2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **11/25/2026**.

### 4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

**~~Asphalt plan listed first; Concrete Alternate listed second~~**

1. Milestone 1 **Phase 1 MOT: Asphalt = 8-week duration; Concrete = 12-week duration**

2. Milestone 2 **Phase 2 MOT: Asphalt = 12-week duration; Concrete = 8-week duration**
3. Milestone 3 **Phase 3 MOT: Asphalt = 8-week duration; Concrete = 8-week duration**
4. Milestone 4 **Phase 4 MOT: Asphalt = 4-week duration; Concrete = 6-week duration**
5. Milestone 5 **Work cannot exceed 1.75 million dollars in 2025, the rest can take place in 2026.**

#### 4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  1. *Substantial Completion*: Contractor shall pay Owner up to **\$1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner up to **\$1000** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*: Contractor shall pay Owner up to **\$1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
  - B. Total of all unit prices **\$5,106,419.88.**

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment no more often than every 30 days during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 95 percent of the value of the Work completed (with the balance being retainage).
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of **Asphalt = 53; Concrete = 48** sheets with each sheet bearing the following general title: **Paulding Road Improvements**

7. Addenda (numbers [ 1 ] to [ 1 ], inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Drug Policy Acknowledgement Form (Project Bids under \$150,000.00) or Written copy of Contractors Drug Policy (Project Bids over \$150,000.00)
    - b. E-Verify Affidavit
    - c. Escrow account agreement
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

## **ARTICLE 9—MISCELLANEOUS**

### 9.01 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions

### 9.02 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 9.03 Emerging Business Enterprise (EBE) Participation

EBE Retainage Requirements – If the Contractor is in compliance with the provisions of the construction Contract the Owner will make payments for such work performed and completed. Pursuant to Executive Order 90-01 (amended 5-8-06); the Owner will retain five percent (5%) of the Contract Price to ensure compliance with the EBE participation requirements. Upon final inspection and acceptance of the Work, and determination by the Fort Wayne Board of Public Works that the Contractor has made a good faith effort to subcontract ten percent (10%) of the Contract Price to emerging business enterprises, the Contractor will be paid in full.

In the event there is a determination that good faith compliance with these EBE participation requirements has not occurred, appropriate reduction in the final payment pursuant to paragraph 9.03.E will be made.

If the Contract Price is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the Contractor are not to exceed 95% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the 10% EBE goal stipulated in here within. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and good faith efforts to comply with these EBE participation requirements; subject to reduction in the event of non-compliance as provided in paragraph 9.03.E.

- A. Request for Waiver – If, at the time final payment application is made, Contractor has not attained the ten percent (10%) EBE goal, Contractor shall file with the final payment application a “Request for Waiver.” Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the ten percent (10%) EBE goal.

- B. Determination of Waiver Requests – The Vendor Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor’s efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
- C. Good Faith Efforts. – In determining whether or not the Contractor used “good faith” efforts, the following shall be considered:
1. Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;
  2. Availability of certified EBE businesses to participate as subcontractors;
  3. Non-competitive price quotes received from EBE firms. The Board of Public Works’ determination for granting a reduction or waiver of the goal because of higher quotes from EBE firms will be based on factors that include, but are not limited to the following:
    - a. The Engineer’s estimate for the work under a specific contract;
    - b. The Contractor’s own estimate for the work under the subcontract;
    - c. An average of the valid prices quoted for the subcontract;
    - d. Demonstrated increase in other contract costs as a result of sub-contracting to EBE firm(s).
  4. Documented measures taken by the Contractor to comply with the EBE participation goal;
  5. EBE subcontractor failed to fulfill their obligation in regard to the time delivery of goods and/or services. Also in regards to the quality of the goods and/or services set forth in the bid specifications.
  6. Such other matters as the Board of Public Works deems relevant.
- D. Consequences of Noncompliance – In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the Contract Price shall be reduced by the amount calculated as the difference between the EBE participation goal of 10% and the actual participation level met by the Contractor, but in no case shall it be reduced by more than 5%. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his/her Contract.
- E. Waiver Approved – In the event the Board of Public Works determines that a good faith effort to comply with these EBE participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

ACKNOWLEDGMENT

STATE OF INDIANA)  
                          SS: )  
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared the within named \_\_\_\_\_ who being by me first duly sworn upon his oath says that he is the of \_\_\_\_\_ and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of \_\_\_\_\_ for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

Resident of \_\_\_\_\_ County.

ACKNOWLEDGMENT

STATE OF INDIANA )  
                          SS: )  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared the within named **Sharon Tucker, Shan Gunawardena, Kumar Menon, Chris Guerrero, and Michelle Fulk-Vondran**, by me personally known, who being by me duly sworn said that they are respectively the **Mayor** of the **City of Fort Wayne**, and **Chairman, Members, and Clerk** of the **Board of Public Works** of the **City of Fort Wayne, Indiana**, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said **City** for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

Resident of \_\_\_\_\_ County.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number **0651A**).

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

**CONTRACTOR**

**OWNER**

**MILESTONE CONTRACTORS LP**

**CITY OF FORT WAYNE**

BY: \_\_\_\_\_  
**Print Name** \_\_\_\_\_

BY: \_\_\_\_\_  
**SHARON TUCKER, MAYOR**

TITLE: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

DATE: \_\_\_\_\_  
(Date signed by Contractor)

BY: \_\_\_\_\_  
**SHAN GUNAWARDENA, CHAIR**

Address for giving notices:

BY: \_\_\_\_\_  
**KUMAR MENON, MEMBER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
**CHRIS GUERRERO, MEMBER**

ATTEST: \_\_\_\_\_  
**MICHELLE FULK-VONDRAN, CLERK**

DATE: \_\_\_\_\_  
(Date signed by Board)

0651A - Paulding Road Improvements (Rebid) (#9681019)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

06/05/2025 02:00 PM EDT

Section	Title	Line Item	Item Code	Item Description	UoM	Milestone Contractors LP		
						Quantity	Unit Price	Extension
PAULDING ROAD IMPROVEMENTS								\$3,549,895.38
		1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$193,769.06	\$193,769.06
		2	107-09358	INSPECTION HOLE, DEEPER THAN 3 FT (LOCATING UTILITY, AUTHORIZED BY PM)	EACH	20	\$900.00	\$18,000.00
		3	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$228,999.00	\$228,999.00
		4	202-02273	CENTER CURB, CONCRETE, REMOVE	SYS	45	\$77.75	\$3,498.75
		5	202-02637	PIPE ABANDON AND GROUT FILL	LFT	400	\$28.83	\$11,532.00
		6	202-02928	CATCH BASIN, REMOVE	EACH	7	\$904.29	\$6,330.03
		7	202-74035	SIGN, REMOVE (UNDISTRIBUTED)	EACH	5	\$125.00	\$625.00
		8	202-85996	LIGHT STANDARD & MAST ARM, REMOVE (STREET LIGHT)	EA	6	\$1,000.00	\$6,000.00
		9	202-90747	RETAINING WALL, REMOVE (ALL TYPES)	LFT	80	\$57.75	\$4,620.00
		10	202-91385	INLET, REMOVE	EACH	13	\$1,016.15	\$13,209.95
		11	202-93047	MANHOLE, REMOVE	EACH	1	\$1,370.00	\$1,370.00
		12	202-93615	CONCRETE, REMOVE	SYS	2350.00000	\$12.50	\$29,375.00
		13	202-93763	LIGHT STANDARD & FOUNDATION, REMOVE (STREET LIGHT)	EA	6	\$500.00	\$3,000.00
		14	202-93994	SIGNAL MAST ARM AND POLE, REMOVE	EACH	2	\$3,000.00	\$6,000.00
		15	202-93995	SIGNAL POLE FOUNDATION, REMOVE	EACH	2	\$2,500.00	\$5,000.00
		16	202-96133	PIPE, REMOVE (ALL SIZES)	LFT	180	\$50.75	\$9,135.00
		17	203-02000	EXCAVATION, COMMON	CYS	150	\$631.76	\$94,764.00
		18	203-02070	BORROW	CYS	1650.00000	\$18.00	\$29,700.00
		19	205-06933	TEMPORARY INLET PROTECTION	EACH	29	\$85.00	\$2,465.00
		20	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	1254.00000	\$46.12	\$57,834.48
		21	304-07490	HMA PATCHING, TYPE B	TON	100	\$240.00	\$24,000.00
		22	600-FWU01	BENCH, CUSTOM	EACH	1	\$45,375.00	\$45,375.00
		23	601-02241	GUARDRAIL, REMOVE (ALL TYPES)	LFT	520	\$4.50	\$2,340.00
		24	604-06070	SIDEWALK, CONCRETE	SYS	1175.00000	\$103.00	\$121,025.00
		25	604-08086	CURB RAMP, CONCRETE (INCLUDE WINGWALK)	SYS	500	\$250.00	\$125,000.00
		26	604-FWR01	DETECTABLE WARNING SURFACES	EACH	29	\$500.00	\$14,500.00
		27	604-FWR05	CURBFACE SIDEWALK, CONCRETE (INCLUDES 18" STAMPED BRICK BAND)	SYS	1300.00000	\$162.50	\$211,250.00
		28	605-04742	WALL (DEFLECTION WALL ON MEDIAN)	LS	1	\$11,250.00	\$11,250.00
		29	605-06250	CENTER CURB, C CONCRETE	SYS	30	\$375.00	\$11,250.00
		30	610-07713	PCCP FOR APPROACHES, 8 IN. (Commercial, Alley)	SYS	650	\$137.50	\$89,375.00
		31	610-08446	PCCP FOR APPROACHES, 6 IN. (Residential)	SYS	400	\$125.00	\$50,000.00
		32	616-06405	RIPRAP, REVEMENT	TON	300	\$45.00	\$13,500.00
		33	616-12246	GEOTEXTILE FOR RIPRAP TYPE 1A	SYS	600	\$5.00	\$3,000.00
		34	617-FWR03	Steel Ornamental Fencing	LFT	450	\$77.50	\$34,875.00
		35	621-FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	3300.00000	\$2.15	\$7,095.00
		36	623-FWR19	Topsoil	TON	340	\$38.00	\$12,920.00
		37	715-94530	ADJUST WATER & GAS VALVE TO GRADE (UNDISTRIBUTED)	EACH	40	\$1,199.25	\$47,970.00
		38	715-FWR13	PIPE - 12" RCP, CLASS III	LFT	648	\$150.00	\$97,200.00
		39	715-FWR14	PIPE - 15" RCP, CLASS III	LFT	336	\$175.00	\$58,800.00
		40	715-FWR15	PIPE - 18" RCP, CLASS III	LFT	128	\$200.00	\$25,600.00
		41	715-FWR76	12", PLUG (ALL SIZES)	EA	9	\$500.00	\$4,500.00
		42	720-FWU01	DRAINAGE STRUCTURE, CORE DRILLING, ANY SIZE	EACH	4	\$1,512.50	\$6,050.00
		43	720-FWR01	MANHOLE - 48" STORM	EACH	3	\$3,000.00	\$9,000.00
		44	720-FWR03	MANHOLE - 60" STORM	EACH	3	\$6,000.00	\$18,000.00
		45	720-FWR10	CASTING, ADJUST TO GRADE	EACH	20	\$317.00	\$6,340.00
		46	720-FWR15	INLET - PRECAST 30" ROUND INLET	EACH	14	\$1,875.00	\$26,250.00
		47	720-FWR17	INLET - PRECAST 33" ROUND INLET	EACH	1	\$2,000.00	\$2,000.00
		48	720-FWR20	INLET - 2' X 3' INLET	EACH	10	\$2,500.00	\$25,000.00
		49	720-FWR30	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	EACH	7	\$1,375.00	\$9,625.00
		50	720-FWR31	CASTING - 24" SOLID SANITARY CASTING & ADJUST TO GRADE	EACH	3	\$1,250.00	\$3,750.00
		51	720-FWR34	CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE	EACH	1	\$1,750.00	\$1,750.00
		52	720-FWR36	CASTING - 2' X 2' ALLEY CASTING & ADJUST TO GRADE	EACH	3	\$1,750.00	\$5,250.00
		53	720-FWR37	CASTING - 2' X 2' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	3	\$1,500.00	\$4,500.00
		54	720-FWR38	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	10	\$1,500.00	\$15,000.00
		55	720-FWR40	CASTING - 33' ROUND CURB & GUTTER & ADJUST TO GRADE	EACH	12	\$1,375.00	\$16,500.00
		56	800-FWU01	GATEWAY FOUNDATION	EACH	1	\$66,500.00	\$66,500.00
		57	800-FWU02	GATEWAY SIGN SYSTEM	EACH	1	\$41,568.63	\$41,568.63
		58	800-FWU03	PANEL FOUNDATION	EACH	1	\$76,125.00	\$76,125.00
		59	800-FWU04	PANEL SIGN SYSTEM	EACH	1	\$245,002.41	\$245,002.41
		60	801-FWU01	MAINTENANCE OF TRAFFIC	LS	1	\$393,750.00	\$393,750.00
		61	802-03126	SIGN, OVERHEAD, RELOCATE	EACH	6	\$250.00	\$1,500.00
		62	802-03706	SIGN, PANEL, INSTALL (OVERHEAD, NO LEFT TURN, NEXT TO SIGNAL HEADS) (INCLUDE REMOVAL)	EACH	5	\$275.00	\$1,375.00
		63	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	232	\$17.00	\$3,944.00
		64	802-11648	SIGN POST	EACH	28	\$385.00	\$10,780.00
		65	802-91122	SIGN GROUND MOUNTED RESET (UNDISTRIBUTED)	EACH	5	\$250.00	\$1,250.00
		66	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	LSUM	1	\$5,000.00	\$5,000.00
		67	805-01579	MISCELLANEOUS EQUIPMENT FOR TRAFFIC SIGNALS	LSUM	1	\$6,500.00	\$6,500.00
		68	805-01828	TRAFFIC SIGNAL HEAD REALIGN	EACH	6	\$1,500.00	\$9,000.00
		69	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	1000.00000	\$35.00	\$35,000.00
		70	805-02087	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	LS	1	\$5,000.00	\$5,000.00
		71	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EACH	16	\$685.00	\$10,960.00
		72	805-02445	CONTROLLER AND CABINET, P1, TS2 TYPE 2 (Q-FREE CONTROLLER)	EACH	1	\$22,750.00	\$22,750.00

73	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	EACH	15	\$1,200.00	\$18,000.00	
74	805-04782	VIDEO VEHICLE DETECTOR SYSTEM (MIOVISION)	EACH	2	\$35,000.00	\$70,000.00	
75	805-05405	SIGNAL POLE, PEDESTAL, 4FT	EACH	4	\$975.00	\$3,900.00	
76	805-06600	CONDUIT, PVC, 3 IN.	LFT	36	\$75.00	\$2,700.00	
77	805-07767	SIGNAL CABLE, CONTROL, COPPER, 12C/14 GA	LFT	400	\$5.00	\$2,000.00	
78	805-08129	SIGNAL CABLE (CAT 5 COMMUNICATION CABLE)	LFT	75	\$1.50	\$112.50	
79	805-FWU74	SIGNAL TRUSS STRUCTURE, SINGLE ARM 20 FT	EACH	1	\$7,500.00	\$7,500.00	
80	805-FWU77	SIGNAL TRUSS STRUCTURE, SINGLE ARM 35 FT	EACH	1	\$15,875.00	\$15,875.00	
81	805-FWU78	SIGNAL TRUSS STRUCTURE, SINGLE ARM 40 FT	EACH	1	\$16,895.00	\$16,895.00	
82	805-11383	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, A	EACH	1	\$25,000.00	\$25,000.00	
83	805-11384	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, B	EACH	1	\$29,000.00	\$29,000.00	
84	805-11570	RADIO ANTENNA (ENGENIUS EOC655-C18)	EACH	1	\$2,500.00	\$2,500.00	
85	805-11689	SIGNAL POLE, PEDESTAL, 18 FT	EACH	2	\$8,500.00	\$17,000.00	
86	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	EACH	4	\$975.00	\$3,900.00	
87	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	EACH	4	\$1,500.00	\$6,000.00	
88	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	LFT	150	\$6.75	\$1,012.50	
89	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LFT	1900.0000	\$2.00	\$3,800.00	
90	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LFT	2100.0000	\$5.00	\$10,500.00	
91	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LFT	75	\$7.00	\$525.00	
92	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	LFT	325	\$9.00	\$2,925.00	
93	805-78925	CONTROLLER CABINET FOUNDATION, P1	EACH	2	\$1,000.00	\$2,000.00	
94	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	EACH	11	\$985.00	\$10,835.00	
95	805-FWR02	PEDESTRIAN PUSH BUTTON, APS, POLARA 2-WIRE WITH SIGN	EACH	16	\$1,500.00	\$24,000.00	
96	807-02191	HANDHOLE, LIGHTING	EA	4	\$2,500.00	\$10,000.00	
97	807-02817	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 24 IN DIAMETER X 72 INCH DEPTH	EA	2	\$1,500.00	\$3,000.00	
98	807-03714	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 18 IN DIAMETER X 48 INCH DEPTH	EA	13	\$1,000.00	\$13,000.00	
99	807-78590	HANDHOLE, SIGNAL	EA	7	\$2,500.00	\$17,500.00	
100	807-FWR02	EXISTING WIRE, REMOVE (AERIAL SPAN)	EA	8	\$500.00	\$4,000.00	
101	807-FWR03	RISER ASSEMBLY POWER SOURCE, 2 INCH, GALVANIZED (WITH 1800 WATT PHOTOCELL ON BRACKET)	EA	3	\$2,000.00	\$6,000.00	
102	807-FWR03	RISER ASSEMBLY, 100 AMP SERVICE ENTRANCE, 2 INCH GALVANIZED	EA	1	\$5,000.00	\$5,000.00	
103	807-FWR12	WIRE, 3/C #6, XHHW-2, TRAY CABLE IN 1.5" HDPE CONDUIT	LF	3760.0000	\$25.00	\$94,000.00	
104	807-FWR12	SERVICE ENTRANCE, CONDUIT & WIRE, 3-#4, XHHW-2, 1-#6 GROUND, IN 2" HDPE CONDUIT	LF	50	\$25.00	\$1,250.00	
105	807-FWR15	LIGHT FIXTURE ASSEMBLY TYPE 1	EA	2	\$4,000.00	\$8,000.00	
106	807-FWR15	LIGHT FIXTURE ASSEMBLY TYPE 2	EA	13	\$2,500.00	\$32,500.00	
107	807-FWR15	LIGHT FIXTURE ASSEMBLY TYPE 3	EA	13	\$2,500.00	\$32,500.00	
108	807-FWR30	LIGHTING CONTROL PANEL (LCP)	EA	1	\$20,000.00	\$20,000.00	
109	807-FWR31	POWER WIRING GATEWAY SIGN PANEL	LS	1	\$10,000.00	\$10,000.00	
110	807-FWR32	POWER WIRING AND LIGHTING FOR CENTER ISLAND PANELS	LS	1	\$101,000.00	\$101,000.00	
111	808-06723	PAVEMENT MESSAGE MARKING, PAINT, LANE INDICATION ARROW	EACH	55	\$200.00	\$11,000.00	
112	808-06724	PAVEMENT MESSAGE MARKING, PAINT, ONLY	EACH	5	\$250.00	\$1,250.00	
113	808-10031	LINE, MULTI-COMPONENT, BROKEN, WHITE, 4 IN.	LFT	50	\$0.50	\$25.00	
114	808-10032	LINE, MULTI-COMPONENT, DOTTED, WHITE, 8 IN.	LFT	385	\$1.00	\$385.00	
115	808-10033	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.	LFT	870	\$0.50	\$435.00	
116	808-10034	LINE, MULTI-COMPONENT, SOLID, YELLOW, 4 IN.	LFT	5375.0000	\$0.50	\$2,687.50	
117	808-10036	LINE, MULTI-COMPONENT, BROKEN, YELLOW, 4 IN.	LFT	1015.0000	\$0.50	\$507.50	
118	808-10037	LINE, MULTI-COMPONENT, SOLID, WHITE, 8 IN.	LFT	60	\$0.75	\$45.00	
119	808-10039	LINE, MULTI-COMPONENT, SOLID, WHITE, 12 IN.	LFT	45	\$1.20	\$54.00	
120	808-10049	LINE, MULTI-COMPONENT, SOLID, WHITE, 6 IN.	LFT	220	\$0.75	\$165.00	
121	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	LFT	320	\$20.00	\$6,400.00	
122	808-10056	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 6 IN.	LFT	450	\$10.00	\$4,500.00	
123	808-FWU01	TRANSVERSE MARKING, TRAFFIC PATTERNS, MULTI-COLOR, PIANO KEYS (DECORATIVE)	LSUM	1	\$24,610.60	\$24,610.60	
124	808-FWU02	TRANSVERSE MARKING, DECOMARK, MULTI-COLOR, CROSSWALK (DECORATIVE)	LSUM	1	\$43,028.47	\$43,028.47	
Allowance						\$300,000.00	
	125	109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	DOL	300000.00	\$1.00	\$300,000.00
<b>BID ALTERNATE - CONCRETE MANDATORY</b>							<b>\$1,256,524.50</b>
126	202-02240	PAVEMENT REMOVAL (INCLUDES INTEGRAL CURB)	SYS	12000.0000	\$12.50	\$150,000.00	
127	207-FWR01	SUBGRADE TREATMENT, TYPE IIB	SYS	1500.0000	\$19.75	\$29,625.00	
128	301-FWR03	COMPACTED AGGREGATE NO. 53 (OR COMPACTED RECYCLED AGGREGATE NO. 53)	TON	3600.0000	\$30.50	\$109,800.00	
129	306-FWR01	MILLING, ASPHALT, 1.5 IN.	SYS	9200.0000	\$3.00	\$27,600.00	
130	402-FWR01	HMA, B, 64, SURFACE, 9.5 mm	TON	700	\$81.00	\$56,700.00	
131	402-FWR17	HMA, C, 64, SURFACE, 9.5mm (FOR PIPE PATCH)	TON	35	\$225.00	\$7,875.00	
132	402-FWR19	HMA, C, 64, INTERMEDIATE, 19.0mm (FOR PIPE PATCH)	TON	100	\$115.00	\$11,500.00	
133	406-12347	ASPHALT EMULSION FOR TACK COAT	TON	2	\$1,300.00	\$2,600.00	
134	502-06457	PCCP, 9 IN. (INCLUDES BACKFILL BEHIND CURB)	SYS	8750.0000	\$68.00	\$595,000.00	
135	503-05240	D-1 CONTRACTION JOINT	LFT	4300.0000	\$14.75	\$63,425.00	
136	605-06120	CURB, CONCRETE (TYPE III)	LFT	1175.0000	\$50.50	\$59,337.50	
137	605-FWR09	CURB, CONCRETE, TYPE II-A, FOR PIN-ON-CURB	LFT	1600.0000	\$18.50	\$29,600.00	
138	715-FWR39	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	4000.0000	\$18.75	\$75,000.00	
139	801-01504	TEMPORARY PAVEMENT MESSAGE MARKING, LANE INDICATION ARROW	EACH	1	\$100.00	\$100.00	
140	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN. (SOLID YELLOW)	LFT	3400.0000	\$0.30	\$1,020.00	
141	801-06625	DETOUR ROUTE MARKER ASSEMBLY (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	EACH	17	\$200.00	\$3,400.00	
142	801-06640	CONSTRUCTION SIGN, A (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	EACH	34	\$250.00	\$8,500.00	
143	801-06645	CONSTRUCTION SIGN, B (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	EACH	58	\$200.00	\$11,600.00	
144	801-06710	FLASHING ARROW SIGN	DAY	350	\$15.00	\$5,250.00	
145	801-07119	BARRICADE, III-B	LFT	444	\$18.00	\$7,992.00	
146	808-06716	LINE, REMOVE	LFT	1000.0000	\$0.60	\$600.00	
<b>BID ALTERNATE - ASPHALT MANDATORY</b>							<b>\$763,494.00</b>
147	202-02240	PAVEMENT REMOVAL (INCLUDES INTEGRAL CURB)	SYS	4200.0000	\$14.25	\$59,850.00	
148	214-12456	GEOTEXTILE FOR PAVEMENT, INTERLAYER (MPM-50E)	SYS	7500.0000	\$5.25	\$39,375.00	
149	301-FWR03	COMPACTED AGGREGATE NO. 53 (OR COMPACTED RECYCLED AGGREGATE NO. 53)	TON	1500.0000	\$41.25	\$61,875.00	

150	306-11072	MILLING, PROFILE (DEPTH VARIES) (INCLUDES PCGP)	SYS	7500.0000	\$0.50	\$48,750.00
151	306-FWR01	MILLING, ASPHALT, 1.5 IN-	SYS	10500.0000	\$3.55	\$37,275.00
152	402-FWR01	HMA, B, 64, SURFACE, 9.5 mm	TON	1340.0000	\$64.50	\$119,230.00
153	402-FWR06	HMA, B, 64, INTERMEDIATE, 19.0 mm	TON	1000.0000	\$61.10	\$61,100.00
154	402-FWR07	HMA, B, 64, BASE, 25 mm (UNDISTRIBUTED)	TON	200	\$112.00	\$22,400.00
155	402-FWR17	HMA, C, 64, SURFACE, 9.5 mm (FOR PIPE PATCH)	TON	60	\$275.00	\$16,500.00
156	402-FWR19	HMA, C, 64, INTERMEDIATE, 19.0 mm (FOR PIPE PATCH)	TON	160	\$130.00	\$20,800.00
157	406-12347	ASPHALT EMULSION FOR TACK COAT	TON	3	\$1,300.00	\$3,900.00
158	605-02270	CURB, REMOVE (ALL TYPES)	LFT	1500.0000	\$25.00	\$37,500.00
159	605-06120	CURB, CONCRETE (TYPE III)	LFT	2600.0000	\$64.50	\$167,700.00
160	801-01504	TEMPORARY PAVEMENT MESSAGE MARKING, LANE INDICATION ARROW	EACH	39	\$100.00	\$3,900.00
161	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN. (SOLID YELLOW)	LFT	8335.0000	\$0.30	\$2,500.50
162	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN. (SOLID WHITE)	LFT	6970.0000	\$0.30	\$2,091.00
163	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN. (DOTTED, YELLOW)	LFT	475	\$2.50	\$1,187.50
164	801-06210	TEMPORARY TRANSVERSE PAVEMENT MARKING, REMOVABLE, 24 IN.	LFT	110	\$12.00	\$1,320.00
165	801-06625	DETOUR ROUTE MARKER ASSEMBLY (INCLUDES SUPPORT ASSEMBLY)	EACH	14	\$200.00	\$2,800.00
166	801-06640	CONSTRUCTION SIGN, A (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	EACH	25	\$250.00	\$6,250.00
167	801-06645	CONSTRUCTION SIGN, B (INCLUDES SUPPORT ASSEMBLY/RELOCATION)	EACH	43	\$200.00	\$8,600.00
168	801-06710	FLASHING ARROW SIGN	DAY	900	\$15.00	\$13,500.00
169	801-07119	BARRICADE, III-B	LFT	270	\$10.00	\$4,000.00
170	806-06716	LINE, REMOVE	LFT	6050.0000	\$0.60	\$3,630.00

Base Bid Total:

\$3,849,895.38

## Drug Policy Acknowledgement Form

Contractor acknowledges the City of Fort Wayne has in place a Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/purchasing-home.html>. As a condition of being awarded any contract, the successful bidder shall sign this Drug Policy Acknowledgement and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the City of Fort Wayne.

The undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of Fort Wayne's Alcohol and Drug Policy.

\_\_\_\_\_

Name of Company

By: \_\_\_\_\_

Name and Title

## E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Title

### ACKNOWLEDGEMENT

STATE OF INDIANA    )  
                                  ) SS  
COUNTY OF ALLEN    )

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

**WITNESS** my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

# COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Public Works is providing this information to Council as an overview of this award.

## Paulding Road Improvements

### RFPs & BIDS

Bid/RFP #	0651A
Awarded To	Milestone Contractors LP
Amount	\$5,106,419.88
Conflict of interest on file?	N/A
Number of Registrants	8
Number of Bidders	2
Required Attachments	Council Digest Supplemental. Bid Tabulation, Award, Contract

### EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	N/A

### SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	0361A
Sole Source/ Compatibility Justification	N/A

### BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	N/A

# COUNCIL DIGEST SHEET

## COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
--	-----

## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	Please see attached Council Digest Supplemental

## REQUEST FOR SUSPENSION OF RULES

<i>Provide justification if prior approval is being requested.</i>	N/A

## FUNDING SOURCE

<i>Account Information.</i>	LIT-ED



FW PUBLIC WORKS

# Board of Public Works

*In Your Neighborhood*

## COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

### Paulding Road Improvements

#### Action Requested:

Requesting an Ordinance approving the **Paulding Road Improvements** project pursuant to the Board of Public Works Resolution #**0651A** and an award to **Milestone Contractors LP** in the amount of **\$5,106,419.88**.

Note:

#### Description and Scope of the Work:

Improve Paulding Road between Fairfield Ave and Calhoun St by reducing pavement width to a 3-lane section, rebuilding sidewalk, driveway approaches, profile milling and resurfacing the pavement (or concrete in the Paulding corridor from Fairfield to Calhoun), and drainage improvements. This project also includes a sidewalk connection from the Condos of Woodhurst heading south to Candlelite Court. This project will include a complete replacement of the traffic signal at Paulding and Calhoun as well as new lighting along the Paulding corridor. Landscaping and monuments will be included to create a Gateway into the City. Lastly, a storm sewer separation will be done to allow future work to be done by City Utilities.

**BILL NO. S-25-06-15**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**July 8, 2025**

***Rohli Booker Chair***

***Martin Bender Co-Chair***

***All Council Members***

An Ordinance approving Construction Contract – Paulding Road Improvements (Rebid) – between Milestone Contractors LP and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$5,106,419.88*

**COMMITTEE ON PUBLIC WORKS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>BENDER</u>		<i>Martin Bender</i>	
<u>BOOKER</u>	<i>Rohli Booker</i>		
<u>CHAMBERS</u>			
<u>ENSLEY</u>	<i>[Signature]</i>		
<u>FREISTROFFER</u>	<i>Shawn Freistoffer</i>		
<u>HARTMAN</u>	<i>Nate Hartman</i>		
<u>JEHL</u>	<i>Tom Jehl</i>		
<u>MYERS</u>			
<u>PADDOCK</u>	<i>Jeff Paddock</i>		

**LANA R. KEESLING  
CITY CLERK**

*Lana R. Keesling*

Public Hearing Date: N/A

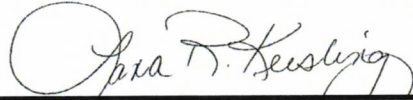
Read the first time in full and on motion by Councilperson Booker.

Read the second time by title and referred to the Public Works Committee.

Read the third time in full and on motion by Councilperson Booker, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: July 8, 2025



LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-25-06-15 on the 8th day of July, 2025

ATTEST:

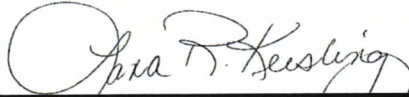


LANA R. KEESLING  
CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th of July 2025, at the hour of 9:35 o'clock A.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 11<sup>th</sup> day of July 2025, at the hour of 10:59 o'clock A.M. E.S.T.

  
SHARON TUCKER, MAYOR